

MANULIFE BANK OF CANADA RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

The Canada Trust Company, a trust company amalgamated under the laws of Canada (the "Trustee"), hereby declares that it agrees to act as Trustee for the annuitant (as defined in subsection 146(1) of the *Income Tax Act*) named in the application on the face hereof (the "Annuitant") for Manulife Bank of Canada (the "Agent") *Retirement Savings Plan* (the "Plan") upon the following terms and conditions:

1. **REGISTRATION:** The Trustee will apply for registration of the Plan under the provisions of the *Income Tax Act* (Canada) (the "Act") and any applicable provincial income tax legislation relating to retirement savings plans as designated from time to time in writing by the Annuitant (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation").
2. **COMMON-LAW PARTNER AND COMMON-LAW PARTNERSHIP:** Any reference to "spouse" contained in the Declaration of Trust or in the Application means "spouse or common-law partner" and any reference to "marriage" contained in the Declaration of Trust or in the Application means "marriage or common-law partnership".
3. **CONTRIBUTIONS:** The Trustee shall accept only such payments of cash and other transfers of property acceptable to it as may be directed by the Annuitant or the Annuitant's spouse or common-law partner, and permitted by the Applicable Tax Legislation, the same together with any income therefrom constituting a trust fund (the "Fund") to be used, invested and held subject to the terms hereof.
4. **INVESTMENT:** The Plan shall be invested and reinvested by the Trustee, on the direction of the Annuitant, in such investments as the Trustee shall make available from time to time; provided that such investments are qualified investments for trusts governed by registered retirement savings plans. The Trustee may, but need not, require any such direction in writing.
5. **ACCOUNTS:** The Trustee will maintain an account in the name of the Annuitant showing all contributions made to the Plan and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant, in respect of each year, a statement showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.
6. **CONTRIBUTION RECEIPTS:** On or before March 31 of each year, the Trustee shall furnish the Annuitant or the Annuitant's spouse or common-law partner with a receipt or receipts showing contributions by the Annuitant or the Annuitant's spouse or common-law partner during the preceding calendar year and within 60 days thereafter.
7. **WITHDRAWALS AND TRANSFERS OUT:** The Annuitant may, by written application at any time before the commencement of retirement income, request that the Trustee pay to the Annuitant all or any part of the assets held under the Plan. The Plan property may be transferred to a registered pension plan for the benefit of the transferor, or to the Annuitant's registered retirement savings plan or registered retirement income fund as stipulated in paragraph 146(16)(a) of the Act. All or part of the property held in connection with the Plan may be transferred to a spouse or common-law partner or former spouse or common-law partner who is living separate and apart and is entitled to the amount under a decree, order or judgement of a competent tribunal or under a written agreement that relates to a division of property in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership in accordance with paragraph 146(16)(b) of the Act. The Trustee may liquidate any investments held under the Plan to the extent deemed necessary to pay out or transfer the amounts requested.
8. **REFUND OF CONTRIBUTIONS:** It is the responsibility of the Annuitant or the Annuitant's spouse or common-law partner to ensure that no contribution exceeds the maximum permitted deduction under the Applicable Tax Legislation. The Trustee shall, upon written application of the Annuitant or the Annuitant's spouse or common-law partner, refund to that applicant an amount as defined in paragraph 146(2)(c.1) of the Act. The Trustee may liquidate investments held under the Plan to the extent deemed necessary for that purpose.
9. **RETIREMENT INCOME:**
 - (a) The value of the accounts maintained by the Trustee for the Annuitant shall be invested, used and applied by the Trustee for the purposes of providing a retirement income to the Annuitant in accordance with subsection 146(1) of the Act.
 - (b) The Annuitant will, upon 90 days written notice to the Trustee, specify the date for the commencement of a retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 71, or such other age as prescribed by the Act (such date being referred to herein as "maturity").
 - (c) Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:
 - i) an annuity payable to the Annuitant for the Annuitant's life (or, if the Annuitant so designates, to the Annuitant for the lives jointly of the Annuitant and the Annuitant's spouse or common-law partner and to the survivor of them for his or her life) commencing at maturity and with or without a guaranteed term not exceeding such period of time calculated in accordance with the formula set out in paragraph (ii) immediately below;
 - ii) an annuity commencing at maturity payable to the Annuitant, or to the Annuitant for his life and to his spouse or common-law partner after his death, for a term of years equal to 90 minus either the age in whole years of the Annuitant at the maturity of the Plan, or, where the Annuitant's spouse or common-law partner is younger than the Annuitant and the Annuitant so elects, the age in whole years of the Annuitant's spouse or common-law partner at the maturity of the Plan; or
 - iii) a Registered Retirement Income Fund established in accordance with the provisions of the Act and regulations thereunder and any successor legislation or regulations.
 - (d) Except as otherwise provided or permitted under the Applicable Tax Legislation, any annuity so acquired shall pay equal annual or more frequent periodic payments that:
 - i) may be integrated with the Old Age Security Pension;
 - ii) may be increased in whole or in part in accordance with the Consumer Price Index or at such other rate not exceeding 4% per annum as may be specified under the terms of such annuity;
 - iii) are (1) fixed, or (2) varied in accordance with the earnings of the invested amount;
 - iv) shall provide for full or partial commutation and shall provide for equal annual or more frequent periodic payments following any partial commutation;
 - v) shall not provide for the aggregate of the periodic payments in a year after the death of the Annuitant to exceed the aggregate of the payments in a year before the Annuitant's death;
 - vi) shall by its terms not be capable either in whole or in part of assignment if payable to the Annuitant or his spouse or common-law partner; and
 - vii) shall provide for commutation if such annuity would otherwise become payable to a person other than the spouse or common-law partner of the Annuitant on or after the death of the Annuitant.
 - (e) If the Annuitant fails to notify the Trustee at least 60 days prior to the end of the calendar year in which the Plan reaches maturity, the Trustee may, at its sole discretion,
 - i) liquidate the assets in the Plan and pay the proceeds of such liquidation, or distribute the assets in the Plan, to the Annuitant, subject to any required withholding therefrom; or
 - ii) purchase for the Annuitant a retirement income subject to the requirements of the Plan.

10. **DEATH OF THE ANNUITANT:** In the event of the death of the Annuitant prior to the provision of a retirement income, the Trustee shall, upon receipt of satisfactory evidence thereof, realize the interest of the Annuitant in the Plan. Subject to the deduction of all proper charges, including income tax, if any, required to be withheld, the proceeds of such realization shall be held by the Trustee in trust for payment in a lump sum to the legal personal representatives of the Annuitant, upon such representatives furnishing the Trustee with such releases and other documents as may be required or as counsel may advise, unless there is a validly designated beneficiary of such Annuitant in the case of an Annuitant domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement savings plan may validly designate a beneficiary other than by will, in which case the proceeds shall be payable in a lump sum to such designated beneficiary upon receipt of such releases and other documents as may be required or as counsel may advise.
11. **OWNERSHIP:** The Trustee must hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, mortgages, or securities held by it for the Plan, including the right to vote or to give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.
12. **DELEGATION:**
 - (a) The Annuitant authorizes the Trustee to, and the Trustee may delegate to the Agent, the performance of the following duties and responsibilities of the Trustee under the Plan:
 - i) to receive the Annuitant's contributions under the Plan;
 - ii) to invest and reinvest the Fund in accordance with the directions of the Annuitant;
 - iii) to hold the assets forming the Fund in safekeeping;
 - iv) to maintain the Annuitant's account;
 - v) to provide statements to the Annuitant of the Annuitant's account; and
 - vi) to perform such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time, in accordance with the Act.
 - (b) The Trustee shall, however, remain ultimately responsible for the administration of the Plan pursuant to the provisions of this Declaration of Trust. The Annuitant also authorizes the Trustee to, and the Trustee may, pay the Agent all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse the Agent for its out-of-pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee, as agreed upon between the Agent and the Trustee. The Annuitant acknowledges that the Agent may earn normal brokerage commissions on investment and reinvestment transactions processed by the Agent.
13. **TRUSTEE FEES AND EXPENSES:** The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Plan and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto) will, unless paid directly to the Trustee be charged against and deducted from the assets of the Plan in such manner as the Trustee determines, and the Trustee may realize assets of the Plan in its absolute discretion for the purposes of paying such fees and other amounts. Notwithstanding the above, the Trustee is not entitled to charge against and deduct from the assets of the Plan any charges, taxes or penalties imposed on the Trustee under the Applicable Tax Legislation.
14. **AMENDMENT:** The Trustee may, from time to time at its discretion, amend this Declaration of Trust with the concurrence of the authorities administering the Applicable Tax Legislation by giving 30 days' prior notice in writing to the Annuitant, provided, however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meanings of the Applicable Tax Legislation.
15. **NOTICE:** Any notice given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the application or at any subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.
16. **LIABILITY:** The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. Other than as heretofore stated, it shall be the responsibility of the annuitant to determine whether any investment in the Plan is or remains qualified investment for a registered retirement savings plan under the Applicable Tax legislation. The Trustee shall not be liable for any tax payable in respect of any non-qualified investment by the Annuitant. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Plan.
17. **PROOF OF AGE:** The statement of the Annuitant's date of birth on the application for the Plan shall constitute a certification by the Annuitant and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.
18. **REPLACEMENT OF TRUSTEE:** The Trustee, upon giving the Agent at least 30 days written notice or immediately if the Agent is for any reason incapable of acting in accordance with this Declaration of Trust, may resign, and the Agent, upon giving the Trustee at least 90 days written notice or immediately if the Trustee is for any reason incapable of acting as Trustee hereunder, may remove the Trustee as the Trustee of the Plan, provided that a successor Trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor Trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor Trustee. Such successor Trustee shall within 90 days of its appointment give written notice of its appointment to the Annuitant. A successor Trustee shall have the same power, rights and obligations as the Trustee. The Trustee shall execute and deliver to the successor Trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the successor Trustee. Any successor Trustee shall be a corporation resident in Canada and authorized under the laws of the province of residence of the Annuitant indicated in the application to carry out its duties and responsibilities as Trustee under the Plan. Subject to the requirements of Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee shall be the successor Trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Annuitant.
19. **ASSIGNMENT BY AGENT:** The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the Agent under the Plan, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.
20. **HEIRS, EXECUTORS AND ASSIGNS:** The terms of this Declaration of Trust shall be binding upon the heirs, executor, administrators and assigns of the Annuitant and upon the respective successors and assigns of the Trustee and Agent.
21. **PROPER LAW:** This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario (and with respect to any locking-in addenda to the Plan containing provisions required by the laws of a province, in accordance with the laws of such province), the Applicable Tax Legislation and any other laws of Canada, which may be applicable.
22. **ENGLISH LANGUAGE:** The parties hereto have requested that the Plan be established in English. Les parties ont demandé que le régime soit rédigé en anglais.